



Health Services
LOS ANGELES COUNTY

April 17, 2007

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
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*To improve health
through leadership,
service and education.*

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**ACCEPTANCE OF A GRANT AWARD FROM BLUE SHIELD OF
CALIFORNIA FOUNDATION**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Health Services, or his designee, to accept a grant of \$15,000 from the Blue Shield of California Foundation (BSCF) to support LAC+USC Healthcare Network's continued participation in the Institute for Healthcare Improvement's (IHI) "100K Lives Campaign" to implement changes in care that will ensure the best possible outcomes for LAC+USC Healthcare Network patients, effective retroactive from December 1, 2006 through December 1, 2007, at no net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of the recommended action is to allow the LAC+USC Healthcare Network's continued participation in IHI's 100K Lives Campaign, with the goal of implementing changes in patient care that have been proven to reduce morbidity and mortality rates by introducing various best practice interventions such as:

- Rapid Response Teams
- Improved Care for Acute Myocardial Infarction
- Prevention of Adverse Drug Events
- Prevention of Central Line-Associated Bloodstream Infection
- Prevention of Surgical Site Infection
- Prevention of Ventilator-Associated Pneumonia

The award is being made by BSCF's Hospital Scholarship Program that provides funding to public hospitals nationwide to participate in this campaign.

FISCAL IMPACT/FINANCING:

There are no net County costs involved in this action. The \$15,000 grant award will be utilized to offset costs related to the IHI's 100K Lives Campaign within the LAC+USC Healthcare Network.



www.ladhs.org

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On October 11, 2005, the Board approved acceptance of BSCF's grant award of \$30,000 for LAC+USC Healthcare Network to participate in the IHI's 100K Lives Campaign.

On December 1, 2006, BSCF approved an application for a \$15,000 grant award to continue LAC+USC's participation in the 100K Lives Campaign for the period of December 1, 2006 through December 1, 2007. The grant award was reduced by 50% because continued participation costs are lower than the original start-up costs for LAC+USC's participation in the 100K Lives Campaign.

The IHI is a not-for-profit organization that promotes improvement of health by advancing the quality and value of health care. The institute helps accelerate change in health care by cultivating concepts for improving patient care and turning those ideas into action.

The goal of the 100K Lives Campaign is to radically reduce morbidity and mortality rates by introducing proven best practices. The campaign aims to enlist thousands of hospitals across the country in a commitment to implement changes in care that have been proven to prevent avoidable deaths.

Similar to IHI's goals, part of the LAC+USC Healthcare Network's vision is to be nationally recognized for superior patient care. To achieve this vision, the plan mandates quality and performance improvement goals to identify and implement best practices and benchmarks for targeted conditions, patient flow and patient safety.

LAC+USC's goal of participating in this grant funded program is to focus effort, expertise, and resources into proven programs that will result in measurable improvement in patient outcomes. The LAC+USC Medical Center is one of over 2,000 U. S. hospitals participating in this program.

The grant award (Exhibit I) has been reviewed and approved by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise grant awards on the Los Angeles County Online Web Site as a business opportunity.

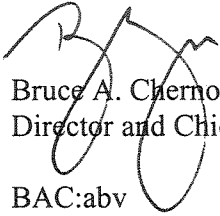
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Acceptance of this grant award will assist the LAC+USC Healthcare Network in continuing its efforts to serve the residents of Los Angeles County by implementing changes in care that will ensure the best possible outcomes for LAC+USC Healthcare Network patients.

The Honorable Board of Supervisors
April 17, 2007
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "B. Chernof", written over the printed name.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:abv

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF GRANT AWARD

1. Type of Service:

Grant award from Blue Shield of California Foundation (BSCF) to support LAC+USC Healthcare Network's continued participation in the Institute for Healthcare Improvement's "100K Lives Campaign".

2. Agency Name/Address/Contact Person:

Blue Shield of California Foundation
50 Beale Street
San Francisco, California 94105-1819
Attention: Lisa Payne-Simon, Program Director
Telephone: (415) 229-5800

3. Term:

Effective retroactive to December 1, 2006 through December 1, 2007.

4. Financial Information:

The grant award amount is \$15,000, effective December 1, 2006 through December 1, 2007.

5. Geographical Area to be Served:

Countywide.

6. Accountable for Monitoring and Evaluation:

Dr. Stephanie Hall, LAC+USC Healthcare Network

7. Approvals:

LAC+USC Medical Center: Andrew Shimoda, Chief Financial Officer

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (as to form): Sharon A. Reichman

Exhibit I

50 Beale Street
San Francisco, CA 94105
blueshieldcafoundation.org

12/

blue shield
of california
foundation

'06 NOV 21 A11 08

November 9, 2006

Pete Delgado
Chief Executive Officer
Los Angeles County-University of Southern California Medical Center
1200 N State St Rm 1112
Los Angeles, CA 90033-1029

Re: Agreement for Grant #1613531

Dear Mr. Delgado:

It is my pleasure to inform you that the Blue Shield of California Foundation Board of Trustees has approved a \$15,000 grant to Los Angeles County-University of Southern California Medical Center to support your hospital's continued participation in the Institute for Healthcare Improvement's 100K Lives Campaign.

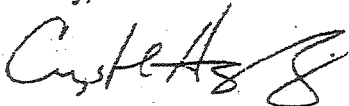
Enclosed are two copies of the terms and conditions of the grant. Please have an appropriate officer of your organization sign both copies. Return one copy to us and keep the other copy for your files.

Please note the reporting requirements in section two of the agreement. Grant reports are to be accessed, completed and submitted to the Foundation via our online application and reporting system. Utilize the following link to access your reports one month prior to your report due date: http://www.cybergrants.com/BSCF/LOI_PS_redirect.html. Within our system, this grant request is registered to Stephanie Hall ("the Grantseeker"). To login and access the reports, you will need to utilize this grantseeker's credentials:

Email Address: shall@lacusc.org
Password: shall

We look forward to a long, rewarding relationship with your organization, and we are proud to partner with you in this work that is so critical to the community.

Sincerely,



Crystal Hayling
President and CEO
Blue Shield of California Foundation

blue  of california

Blue Shield of California Foundation Grant Agreement

The Blue Shield of California Foundation ("the Foundation") has approved a \$15000 grant to Los Angeles County-University of Southern California Medical Center ("Grantee") for participation in BSCF's Hospital Scholarship Program for the 12 month period 12/1/2006 to 12/1/2007. Funds provided under this grant will be used to support your hospital's continued participation in the Institute for Healthcare Improvement's 100K Lives Campaign. The key objectives are:

1. Continued enrollment in IHI's 100K Lives Campaign.
2. Completion of Implementation of Proposed Interventions (as outlined in your Program Application).
3. Confidential Data Reporting to IHI (grantee will report monthly raw hospital mortality and patient discharges to IHI).
4. Sponsored Hospital Activities (grantee will attend monthly Campaign conference calls and meetings).

This is a legally binding agreement ("Agreement"). It will be effective upon our receipt of an original of this Agreement, signed by an authorized representative of your organization. We will arrange for payment of the grant within 30 days of our receipt of a signed original. To facilitate your receipt of the payment check, please indicate on the countersigned copy the name of the person in your organization to whom grant checks should be sent. Please keep the second copy of this agreement for your files.

Please read the terms and conditions of this Agreement very carefully, including its reporting requirements. The Foundation will not consider grant renewals for grantees who fail to meet reporting requirements.

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the grant funds only for the purposes of the specific project described above and substantially in accordance with the approved budget included with Grantee's proposal. Grantee shall repay to the Foundation any portion of the grant funds which are not spent or committed, or which are not used for the specific project described in this Agreement. Any significant changes in the purpose for which grant funds are spent or in the budget or grant period must be approved in writing by the Foundation before the funds are spent.
2. **Reporting.** Reports are to be furnished to the Foundation no later than the following dates:

Interim	05/01/07
Final	01/04/08

The purpose of these reports is to permit the Foundation to learn from its experience as a grantmaker and to meet its obligations under federal and state regulations. Failure to submit these reports may disqualify Grantee from receiving future funding from the Foundation.

Blue Shield of California Foundation Grant Agreement

3. **Evaluation and Monitoring.** The Foundation may monitor and conduct an evaluation of operations under this grant. This may include a visit from Foundation staff, Trustees, and/or Foundation advisors, to observe Grantee's program, discuss the program with Grantee's personnel, and review financial and other records and materials connected with the activities financed by this grant. In addition, Grantee shall provide to the Foundation copies of any publications or other materials produced, in full or in part, with Foundation funds.
4. **Recordkeeping.** Grantee shall keep adequate records to substantiate expenditures from grant funds. Grantee shall make its books and records pertaining to the grant funds available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of grant funds. Grantee shall keep copies of all books and records related to this grant and all reports to the Foundation for at least four years after Grantee has expended the last of the grant funds.
5. **Sub-grantees.** Grantee shall retain full discretion and control over the selection of any sub-grantees or sub-contractors to carry out Grantee's charitable purposes and shall act completely independently of the Foundation. The Foundation and Grantee acknowledge that there is no agreement, written or oral, by which the Foundation may cause Grantee to choose any particular sub-grantee or sub-contractor. Grantee shall require that any sub-grantee or sub-contractor be subject to the requirements of Paragraphs 1, 2, 3, 4, 6, 9, 10, 11 and 12 of this Agreement, substituting Grantee for the Foundation and the sub-grantee for Grantee, as applicable. All obligations of Grantee under these Paragraphs shall remain in full force and effect.
6. **Prohibited Uses.** Grantee shall not use any portion of the funds granted:
 - a. To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulations;
 - b. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
 - c. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
 - d. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
7. **Grant Announcements.** Grantee shall submit in advance to the Foundation, for review and revision at the sole discretion of the Foundation, any announcements Grantee intends

Blue Shield of California Foundation Grant Agreement

to make regarding the grant, and any publications referring to the Foundation's grant Grantee intends to publish other than in its annual reports or tax returns. The Foundation may include information on the grant in its periodic public reports and may also refer to the grant in a press release. If there are special considerations concerning the public announcement of this grant, or if Grantee would like to coordinate a public announcement of the grant with the Foundation, Grantee may contact the Foundation to discuss Grantee's plans.

8. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) or in the absence of such a determination, that Grantee is a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity") and that it is not a private foundation as defined in IRC Section 509(a) (i.e., that it is a "Public Charity"). Such representation and warranty shall continue through the completion date of this grant.
9. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
10. **Violation of Terms; Change of Status.** In the case of any violation by Grantee of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of Grantee's status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant as provided in Paragraph 15. The Foundation's determination will be final and will be binding and conclusive upon Grantee. Grantee shall give the Foundation immediate written notice of any change in Grantee's tax exempt or Public Charity status. If final or interim reports are not received in a timely manner, the Foundation may withhold payment until the outstanding report is received, and may terminate the grant as provided in Paragraph 15 if any such report is not received within a reasonable time (no more than sixty [60] days) following the date on which it was due.
11. **No Agency.** Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
12. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

Blue Shield of California Foundation Grant Agreement

13. **Further Assurances.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Grantee will promptly contact the Foundation or legal counsel.
14. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, or in expending or applying the grant funds, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents.
15. **Remedies.** If the Foundation determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended grant funds, which Grantee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.
16. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
17. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
18. **Governing Law.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

Grant #1613531
November 9, 2006
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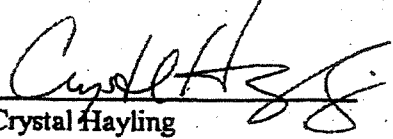
Blue Shield of California Foundation Grant Agreement

Please have one copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and returned to the attention of **Andrew McFarland, Grants Administrator**. Please keep the second copy for your files. If, at any time during the life of this grant you have questions or if changes in circumstance arise, please feel free to contact your **Program Director, Lisa Payne Simon**.

ACCEPTED AND AGREED:

Foundation: Blue Shield of California Foundation

By:


Crystal Hayling

Title: President and CEO

Date: November 9, 2006

Grantee: LOS ANGELES COUNTY-
UNIV OF SOUTHERN CA MEDICAL
CENTER FOUNDATION

EIN: 956000927

By:

Title:

Date:

Payment check should be directed to:

Name: _____

Title: _____

Address: _____

Contact Phone: _____